

**NOV 20 1975 - 11 11 AM**

INTERSTATE COMMERCE COMMISSION  
AMENDMENT AGREEMENT dated as of November 17,

1975, among EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter called the Vendee), acting as Trustee under a Trust Agreement dated as of March 15, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Beneficiary), PULLMAN INCORPORATED (Pullman-Standard division) (hereinafter called a Builder), NORTH AMERICAN CAR CORPORATION (hereinafter in its capacity as builder called a Builder and in its capacity as lessee called the Lessee), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter called the Assignee).

WHEREAS, the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of March 15, 1975, as amended by an Amendment Agreement dated as of June 15, 1975 (said Conditional Sale Agreement, as amended, being hereinafter called the Conditional Sale Agreement);

WHEREAS, the Builders and the Assignee have entered into an Agreement and Assignment dated as of March 15, 1975 (hereinafter called the Assignment);

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate

Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1975, and were assigned recordation numbers 7946 and 7946-A, respectively.

WHEREAS, the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of March 15, 1975, as amended by an Amendment Agreement dated as of June 1, 1975 and an Amendment Agreement dated as of June 15, 1975 (said Lease, as amended, being hereinafter called the Lease);

WHEREAS, the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 15, 1975 (hereinafter called the Lease Assignment);

WHEREAS, the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1975, and were assigned recordation numbers 7946-B and 7946-C, respectively;

WHEREAS, the Amendment Agreement dated as of June 1, 1975, to the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 7, 1975, and was assigned recordation number 7946-D;

WHEREAS, the Amendment Agreement dated as of June 15, 1975, to the Conditional Sale Agreement and the Lease was

filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 17, 1975, and was assigned recordation number 7946-E;

WHEREAS, the Beneficiary has authorized and instructed the Vendee to execute this Amendment as evidenced by its instruction attached hereto; and

WHEREAS, the Assignee has given its written consent to this Amendment as evidenced by its execution of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended as follows:

The schedule of Group D Equipment set forth in Annex B to the Conditional Sale Agreement is hereby deleted and restated in its entirety as set forth in Schedule A hereto.

2. The Lease is hereby amended as follows:

The schedule of Group D Units set forth in Schedule A to the Lease is hereby deleted and restated in its entirety as set forth in Schedule B hereto.

3. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the

Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 16 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

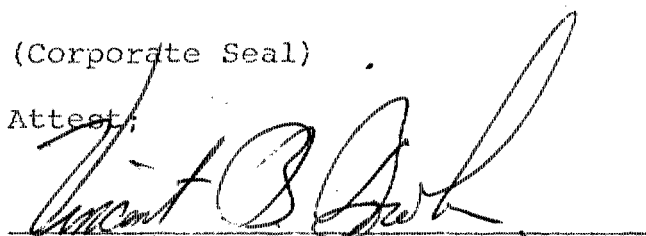
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

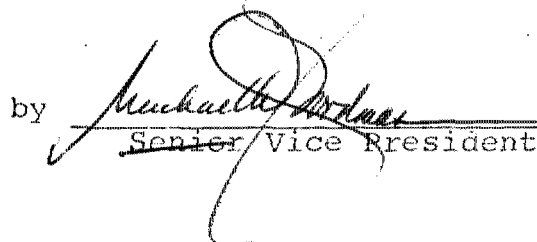
EXCHANGE NATIONAL BANK OF CHICAGO  
as Trustee

(Corporate Seal)

Attest:

  
Assistant Trust Officer

by

  
Senior Vice President

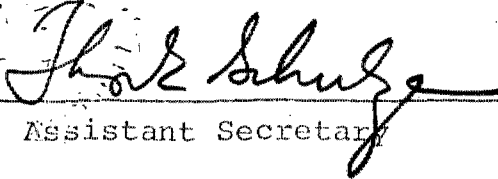
## NORTH AMERICAN CAR CORPORATION,

(Corporate Seal)

Attest:

by


  
Vice President


  
Assistant Secretary
PULLMAN INCORPORATED  
(Pullman-Standard division),

(Corporate Seal)

Attest:

by

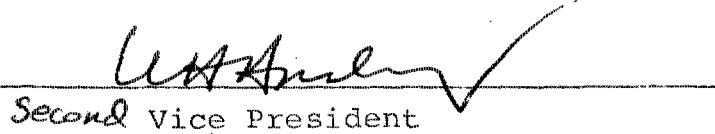

  
Vice President

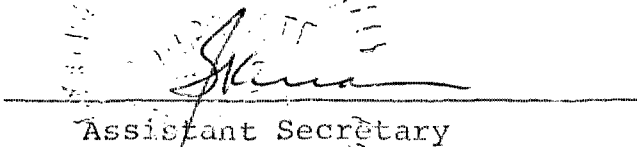

  
Assistant Secretary
AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO, as Assignee,

(Corporate Seal)

Attest:

by


  
Second Vice President


  
Assistant Secretary

STATE OF ILLINOIS, )

COUNTY OF COOK )

ss.: \_\_\_\_\_

On this 18 day of NOVEMBER, 1975, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who, being by me duly sworn, says that he is Vice President

of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
Notary Public

(Notarial Seal)

My Commission Expires:

~~My~~ Commission Expires 7-28-79

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK )

On this 18<sup>th</sup> day of November, 1975, before me personally appeared John E. Flynn, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano  
Notary Public

(Notarial Seal)

My Commission Expires:

6/30/79

STATE OF ILLINOIS, )  
COUNTY OF COOK ) ss.:  
)

On this 18<sup>th</sup> day of November, 1975, before me personally appeared Thomas P. Glaser, to me personally known, who, being by me duly sworn, says that he is Vice President of PULLMAN INCORPORATED (Pullman Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

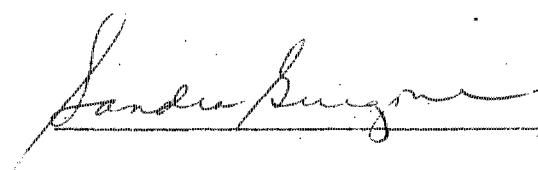
William E. Zuk  
Notary Public

(Notarial Seal)

My Commission Expires: May 7, 1978

STATE OF ILLINOIS, )  
                              ) ss.:  
COUNTY OF COOK        )

On this 18<sup>th</sup> day of November, 1975, before  
me personally appeared *W. A. Anselmy*, to me personally  
known, who, being by me duly sworn, says that he is *Second*  
*Vice President* of AMERICAN NATIONAL BANK & TRUST COMPANY  
OF CHICAGO, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said national bank, that  
said instrument was signed and sealed on behalf of said national  
bank by authority of its Board of Directors and he acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said national bank.

  
\_\_\_\_\_

(Notarial Seal)

My Commission Expires: MY COMMISSION EXPIRES JANUARY 15, 1979

INSTRUCTION OF BENEFICIARY TO TRUSTEE

Exchange National Bank of Chicago  
130 South LaSalle Street  
Chicago, Illinois 60690

Attention: Trust Department

Dear Sirs:

Reference is made to a Trust Agreement dated as of March 15, 1975, between the undersigned and you, as Trustee (the Trust Agreement). We instruct you to enter into an Amendment Agreement dated as of November 17, 1975, to the Lease and the Conditional Sale Agreement (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

GENERAL ELECTRIC CREDIT CORPORATION

by

(Corporate Seal)

Title: \_\_\_\_\_

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_

See A+B cover  
identical to Mon.

See list at  
end of document  
See B

SCHEDULE A

Group D Equipment

Builder	Type and AAR Mechanical Designation	Builder's Specifica- tions	Quantity	Lessee's		Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
				Serial Numbers (Both Inclusive)	Serial Numbers (Both Inclusive)			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	400	NAHX 476100-	NAHX 476100-	\$26,200	\$10,480,000.00	August 1975 at Butler, Pa.
				476153	476153			
				NAHX 477359-	NAHX 477359-			
				477398	477398			
				NAHX 477950-	NAHX 477950-			
North American Car Corporation	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	63	477999	477999	\$26,200	\$1,650,600.00	July, August, 1975 at Hammond, Indiana
				NAHX 478000-	NAHX 478000-			
				478099	478099			
				NAHX 478400	NAHX 478400			
				478555	478555			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	234	NAHX 57491-	NAHX 57491-	\$26,526.02	\$6,207,088.68	November, December, 1975 at Butler, Pa.
				57500	57500			
				NAHX 477026-	NAHX 477026-			
				477035	477035			
				NAHX 477054-	NAHX 477054-			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	234	477076	477076	\$26,526.02	\$6,207,088.68	November, December, 1975 at Butler, Pa.
				NAHX 477102-	NAHX 477102-			
				477111	477111			
				NAHX 477117-	NAHX 477117-			
				477126	477126			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	234	NAHX 478556-	NAHX 478556-	\$26,526.02	\$6,207,088.68	November, December, 1975 at Butler, Pa.
				478625	478625			
				NAHX 478318-	NAHX 478318-			
				478350	478350			
				NAHX 478626-	NAHX 478626-			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	234	478644	478644	\$26,526.02	\$6,207,088.68	November, December, 1975 at Butler, Pa.
				NAHX 478800-	NAHX 478800-			
				478816	478816			
				NAHX 477819-	NAHX 477819-			
				477913	477913			

SCHEDULE B

*See ex sch A*

Group D Equipment

<u>Type and Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Serial Numbers (Both Inclusive)</u>
Class 10 100-ton 4,750 cubic foot capacity covered hopper car	400	NAHX 476100-476153 NAHX 477359-477398 NAHX 477950-477999 NAHX 478000-478099 NAHX 478400-478555
	63	NAHX 57491-57500 NAHX 477026-477035 NAHX 477054-477076 NAHX 477102-477111 NAHX 477117-477126
	254	NAHX 478556-478625 NAHX 478318-478350 NAHX 478626-478644 NAHX 478800-478816 NAHX 477819-477913

# SCHEDULE B

## Group D Units

<u>Type and Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Serial Numbers (Both Inclusive)</u>
Class LO 100-ton 4,750 cubic foot capacity covered hopper car	400	NAHX 476100- 476153 NAHX 477359- 477398 NAHX 477950- 477999 NAHX 478000- 478099 NAHX 478400- 478555
	63	NAHX 57491- 57500 NAHX 477026- 477035 NAHX 477054- 477076 NAHX 477102- 477111 NAHX 477117- 477126
	234	NAHX 478556- 478625 NAHX 478318- 478350 NAHX 478626- 478644 NAHX 478800- 478816 NAHX 477819- 477913
	697	

AMENDMENT AGREEMENT dated as of November 17, 1975, among EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter called the Vendee), acting as Trustee under a Trust Agreement dated as of March 15, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Beneficiary), PULLMAN INCORPORATED (Pullman-Standard division) (hereinafter called a Builder), NORTH AMERICAN CAR CORPORATION (hereinafter in its capacity as builder called a Builder and in its capacity as lessee called the Lessee), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter called the Assignee).

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of March 15, 1975, as amended by an Amendment Agreement dated as of June 15, 1975 (said Conditional Sale Agreement, as amended, being hereinafter called the Conditional Sale Agreement);

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment dated as of March 15, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the

Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1975, and were assigned recordation numbers 7946 and 7946-A, respectively;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of March 15, 1975, as amended by an Amendment Agreement dated as of June 1, 1975 and an Amendment Agreement dated as of June 15, 1975 (said Lease, as amended, being hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 15, 1975 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1975, and were assigned recordation numbers 7946-B and 7946-C, respectively;

WHEREAS the Amendment Agreement dated as of June 1, 1975, to the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 7, 1975, and was assigned recordation number 7946-D;

WHEREAS the Amendment Agreement dated as of June 15, 1975, to the Conditional Sale Agreement and the Lease was

filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 17, 1975, and was assigned recordation number 7946-E;

WHEREAS the Beneficiary has authorized and instructed the Vendee to execute this Amendment as evidenced by its instruction attached hereto; and

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its execution of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement is hereby amended as follows:

The schedule of Group D Equipment set forth in Annex B to the Conditional Sale Agreement is hereby deleted and restated in its entirety as set forth in Schedule A hereto.

2. The Lease is hereby amended as follows:

The schedule of Group D Units set forth in Schedule A to the Lease is hereby deleted and restated in its entirety as set forth in Schedule B hereto.

3. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the

Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 16 of the Lease.

5. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

EXCHANGE NATIONAL BANK OF CHICAGO,  
as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Senior Vice President

Attest:

\_\_\_\_\_  
Assistant Trust Officer

NORTH AMERICAN CAR CORPORATION,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

PULLMAN INCORPORATED  
(Pullman-Standard division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO, as Assignee,

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this day of 1975, before me per-

sonally appeared , to me personally

known, who, being by me duly sworn, says that he is

of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

My Commission expires:

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                      day of                      1975, before me per-  
sonally appeared                      , to me personally  
known, who, being by me duly sworn, says that he is Vice  
President of NORTH AMERICAN CAR CORPORATION, that one of the  
seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of Direct-  
ors and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

Notary Public

My Commission expires:

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this            day of            1975, before me  
personally appeared            , to me  
personally known, who, being by me duly sworn, says that  
he is Vice President of PULLMAN INCORPORATED (Pullman-  
Standard division), that one of the seals affixed to the  
foregoing instrument is the corporate seal of said corpora-  
tion, that said instrument was signed and sealed on behalf  
of said corporation by authority of its Board of Directors  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) ss.:

On this                    day of                    1975, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is                    of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

[Notarial Seal]

My Commission expires

INSTRUCTION OF BENEFICIARY TO TRUSTEE

Exchange National Bank of Chicago  
130 South LaSalle Street  
Chicago, Illinois 60690

Attention: Trust Department

Dear Sirs:

Reference is made to a Trust Agreement dated as of March 15, 1975, between the undersigned and you, as Trustee (the Trust Agreement). We instruct you to enter into an Amendment Agreement dated as of November 17, 1975, to the Lease and the Conditional Sale Agreement (as defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

GENERAL ELECTRIC CREDIT CORPORATION,

by

Title: Manager-Transportation

Date: NOV 19 1975

[Corporate Seal]

Attest:

John E. Davis  
ATTESTING SECRETARY

# SCHEDULE A

## Group D Equipment

Builder	Type and AAR Mechanical Designation	Builder's Specifications	Quantity	Lessee's		Unit Base Price	Total Base Price	Estimated Time and Place of Delivery
				Serial Numbers (Both Inclusive)	Numbers			
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	400	NAHX 476100- 476153 NAHX 477359- 477398 NAHX 477950- 477999 NAHX 478000- 478099 NAHX 478400- 478555		\$26,200	\$10,480,000	August 1975 at Butler, Pa.
North American Car Corporation	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	63	NAHX 57491- 57500 NAHX 477026- 477035 NAHX 477054- 477076 NAHX 477102- 477111 NAHX 477117- 477126		\$26,200	\$ 1,650,600	July, August, 1975 at Hammond, Indiana
Pullman Incorporated (Pullman-Standard division)	Class LO 100-ton 4,750 cubic foot capacity covered hopper car	No. 3110 dated 10/4/72, as revised	234	NAHX 478556- 478625 NAHX 478318- 478350 NAHX 478626		\$26,526.02	\$ 6,207,088.68	November, December 1975, at Butler, Pa.

478644.  
NAHX 478800-  
478816-  
NAHX 477819-  
477913

---

697

1,172